



City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090

Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager *Marsha I. Grigsby*

Date: April 4, 2013

Initiated By: Matt Earman, Director of Recreation Services

Re: Resolution 14-13 - Amendment to Dublin Soccer League and City Agreement

Background

At the February 11, 2013 meeting, Council was presented Resolution 07-13 to amend the existing Agreement between the Dublin Soccer League (DSL) and the City. With the exception of the enhancement to required background checks (Article II, Section B, item #4), the remainder of the Resolution was tabled at this meeting in order to garner further input and clarification on a variety of topics. A summary of the tabled components of the agreement are:

Items Tabled in the Amended Agreement and Presented for City Council's Consideration

- Separate the supplementary competitive club agreements from DSL to allow the DSL organization to focus solely on its programming.
- Re-structure the DSL Board of Directors to only include eligible members within the recreation program as defined by the DSL Bylaws and Agreement with the City of Dublin. This will remove any current board member representing the club organizations.

These two items were reviewed by members of the DSL Board of Directors, and were supported unanimously by each member of the full board.

There are additional items that were requested by the DSL Board during the February and March 2013 meetings to be included/clarified in the final Amended Agreement. These items are:

- DSL to continue to offer its MSSA (Middle School Soccer Association), HSSA (High School Soccer Association) and DSX (Dublin Soccer Excel) programming.
- DSL to assess administrative fees at cost to each club organization for services including, but not limited to, player carding, league representation, field lining, field scheduling, goals/equipment and miscellaneous staff time.

Although significant public input at the February 11th Council meeting was related to the proposed Dublin City Schools (DCS) Soccer Academy, it is not actually a component of the Amended Agreement. The decision to recognize the DCS program is separate and not included as part of this Resolution. If approved by Council as a recognized provider of a competitive youth soccer program, DCS would qualify for a City field use fee waiver as do each of the other club organizations; however, DCS anticipates hosting many of its practices and games using its own fields. Attached is a document provided by the DCS outlining the Soccer Academy program.

As per Council's request, staff solicited feedback from the DSL Board of Directors on each of the key items of discussion. It is important to note that the DSL Board voted as to whether each

member was "in support of" or "not in support of" each of the items, not as a formal process to actually approve the entire Amended Agreement. A separate vote from the DSL Board's Executive Committee is necessary to ratify the Amended Agreement after City Council's action. Attached is a copy of the update memo and copy of the DSL Board meeting minutes that details the DSL Board's discussions and votes that were provided in the March 22, 2013 Council packet.

Also attached is a copy of the Amended Agreement between DSL and the City as it was proposed at the February 11, 2013 Council meeting. Based on the additional items requested, staff will include these additions in the final document upon approval by City Council, which will then be forwarded to the DSL Board for review and final approval.

Recommendation

Staff believes this Amended Agreement solidifies the City's desire to provide quality recreational programming for the community by allowing the DSL organization to focus on its mission. Each of the other competitive soccer club organizations will continue to provide programming for the community, and staff will continue to allocate resources as additional field space is available after serving the needs of the DSL and City programs.

Staff recommends Council approval of Resolution 14-13 amending the agreement between DSL and the City.

In addition, staff recommends that City Council recognize the DCS Soccer Academy program as a competitive youth soccer provider for the community, and approve the program for a field use fee waiver.

If you have any questions, please contact Matt Earman at 410-4568.



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Memo

To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager *MM*
Date: March 21, 2013
Initiated By: Matt Earman, Director of Recreation Services
Re: Youth Soccer Update

Background

At the February 11, 2013 meeting, Council requested feedback from the Dublin Soccer League (DSL) Board of Directors regarding the items included in the proposed Amendment to the Agreement between the City and DSL to be implemented after this spring season. The DSL Board of Directors met on March 4, 2013 to discuss and weigh in on these items and is generally in support of each of them. Following is a summary and the outcome and/or feedback from the Board:

Amendment Item #1: Separate the competitive club agreements from DSL to allow the organization to focus solely on its own programming. This item would restructure the Board of Directors of DSL to include only eligible members within the recreation program as defined by the DSL Bylaws and Agreement with the City. The current members representing Ohio Premier and Club Ohio select soccer clubs would be removed from the Board effective following the 2013 spring season.

DSL Board Outcome: The Board voted in support of this item without dissent.

Amendment Item #2: Extend the requirement for background checks to individuals including but not limited to staff, board members, volunteers and coaches, associated with either DSL and/or any other group/organization providing services for the DSL.

DSL Board Outcome: Motion to approve passed by voice vote without dissent. This item was approved by City Council at the February 11, 2013 meeting, and will go into effect prior to the 2013 spring season.

Additional Items to be Added to the Amended Agreement :

- Clarify language in the Amended Agreement to include the continuation of the MSSA/HSSA/DSX (middle school/high school/middle tier) programming currently being offered by DSL.
- Clarify language to include the ability of DSL to assess administrative fees at cost to each organization for services including but not limited to player carding, league representation, field lining, field scheduling, use of goals/equipment and miscellaneous staff time associated with club requirements.

Memo re Youth Soccer Update
March 21, 2013
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DSL Board Outcome: Each of these items has been approved by the DSL Board and is being requested for specific language to be added to the Amended Agreement.

Dublin City Schools (DCS) – Soccer Academy. This topic was also discussed at the March 4, 2013 DSL Board meeting for the purpose of soliciting feedback as requested by Council.

DSL Board Outcome: The opinions of each member of the DSL board were expressed, resulting in four (4) members "in support" of, and two (2) members "not in support" of the DCS Soccer Academy program.

Attached is a copy of the minutes from the DSL Board Meeting held on March 4, 2013 for your reference.

Recommendation

Information only. If you have any questions regarding this issue, please contact Matt Earman at 410-4568.



**Dublin Soccer League Board of Directors
Minutes – Meeting of March 4, 2013**

DSL office
AMENDED

Present: Liz Johnson, Carri Stearns, Natalie Stellini, Randy Smith, Matt Earman, Mike Scoliere, John Muir (secretary)

Guest: Ryan Bunner, Keith Hadley, Ken McMahon, Chris Clinton, Wayne Fassett, Karsten Poole

Meeting called to order by Liz at 7:05pm. A quorum was present.

Matt/Liz moved/seconded to approve minutes from February 6th board meeting. Motion passed by voice vote without dissent.

Carri/Natalie moved/seconded to move approval of the attorney and most important matters to the beginning of the agenda. Motion passed by voice vote without dissent.

Treasurer's Report

John displayed a graph representing the DSL checking account balance indicating we continue to remain in a positive situation. Reserve of approx. \$65K maintained.

Executive Director's Report

John distributed an updated board contact list. Nicole Cobb replaces Ruth Rudibaugh as Director of Operations for OP.

John introduced Charles McClenaghan as the preferred selection to represent the Dublin Soccer League's legal interest. After some discussion, Carri/Liz moved/seconded to approve authorizing Liz to review and execute the agreement to retain Mr. McClenaghan as counsel for the DSL and remit amount of \$1750. A review shall be presented to the board prior to authorizing further expenditures. Motion passed by voice vote without dissent.

Ratification of email votes: The printed Agenda is incorporated herein by reference.

- Randy/Matt moved/seconded to ratify the email votes initiated Feb. 11, 2013. Motion passed by voice vote without dissent.
- Mike/Natalie moved/seconded to ratify the email votes initiated Feb. 22, 2013. Motion passed by voice vote without dissent.
- Randy/Mike moved/seconded to ratify the email votes initiated Feb. 24, 2013. Motion passed by voice vote without dissent.

Carri/Liz moved/seconded for the Executive Committee to enter into private session. Consensus approved. The regular general meeting resumed following the private session.

Matt/Carri moved/seconded to approve and implement as soon as practical the Amendment to Section B(3)(a) of the 2012 DSL Agreement pertaining to background checks to state:

Assure "that any individual, including but not limited to staff, board members, volunteers and coaches, associated with either DSL and/or any other group/organization providing services under this Agreement is required to pass the qualifications for risk management background checks through the Ohio South Youth Soccer Association ("OSYSA"). In addition to the disqualifiers contained in the OSYSA risk management program, the City hereby prohibits the participation of any individual who has been convicted of any criminal offense involving a minor and/or where the minor was the victim. Finally, ..."

Motion passed by voice vote without dissent.

For the following, Matt stated what is not being asked here tonight is for approval of the Amendment to the Agreement; ... it is in our best interest to have the attorney review the actual Amendment to the Agreement prior to approval. City council is asking for the board to be in support of, or not in support of, these two items (below) to be included in the Amended Agreement.

Matt/Liz moved/seconded for DSL to support proposed Amendment provisions:

- 1.) *Separating the supplementary competitive club agreements from DSL to allow the DSL organization to focus solely on its program(s).*
- 2.) *Restructure the Board of Directors of DSL to only include eligible members within the recreation program as defined by the DSL By-Laws and Agreement with the City of Dublin. This will remove the current members representing Ohio Premier and Club Ohio.*

Motion passed by voice vote without dissent.

Among the Executive Committee members, Matt stated there is sincere and appreciative dissention as to whether the school program should or should not go forward, support of or not support of, *"the schools as a recognized youth soccer provider within the community for supplementary competitive youth soccer"* and now would like to know how the clubs feel. Club Ohio and Ohio Premier both indicated they support the program. As a result: the opinions of the individuals on the board expressed: four in support of, two not in support of, the school program.

A matter of a grievance against a coach was brought forward. It was decided that this matter should be discussed and addressed by the grievance committee not the board. The general meeting was adjourned at 9:07pm to allow the grievance committee to meet privately."

Next board meeting is scheduled for: **Tuesday, March 12th, at 7:00pm.**



Dublin City Schools Dublin Soccer Academy Fact sheet

- The concept of the Dublin Soccer Academy (DSA) is to provide middle school-aged student athletes in the Dublin City School District with a club soccer experience at an affordable price, and to provide this experience to all interested students. The concept is very similar to the already launched and successful Dublin Volleyball Academy.
- The purpose of this club is to provide our middle school-aged students with the experience stated above, and to expose middle school-aged soccer players to Dublin City Schools coaches and to help support the Dublin Coffman, Dublin Jerome, and Dublin Scioto soccer programs.
- The Dublin Soccer Academy will provide participants with consistent contact with Dublin City Schools coaches on Dublin City Schools' fields.
- The Dublin Soccer Academy is not in competition with any other soccer providing entity.
- The Dublin Soccer Academy will be a self-supporting, non-profit enterprise. It will be funded with registrations, not taxpayer dollars.
- The Dublin Soccer Academy is not a recreational soccer league and is not in competition with any recreational soccer league such as DSL.
- The Dublin Soccer Academy is for middle school-aged students.
- The Dublin Soccer Academy is not an interscholastic soccer program.
- The district has been in contact with the city and other organizations during the planning process.
- The Dublin Soccer Academy will allow multi-sport athletes to participate.
- The Dublin Soccer Academy will begin play this fall. Details such as cost for participants, game schedules, and game locations have not been determined at this time.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

14-13

Resolution No.

Passed
, 20

A RESOLUTION APPROVING AMENDMENTS TO THE AGREEMENT BETWEEN THE CITY OF DUBLIN AND THE DUBLIN SOCCER LEAGUE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AGREEMENT.

WHEREAS, on July 2, 2012, Dublin City Council approved an extension to the Agreement with Dublin Soccer League ("DSL") under which DSL continues to provide general recreational soccer and contracts with third party non-profit providers to provide supplementary competitive programs; and

WHEREAS, in light of the challenges in providing general recreational soccer and overseeing supplementary competitive programs, the City of Dublin ("City") believes that separating the programs will be beneficial to the City and its residents; and

WHEREAS, these amendments will allow DSL to focus solely on the City's highest priority in recreational soccer; and

WHEREAS, the amendments will also allow the City, through its staff, to continue its collaboration with Dublin City Schools in developing supplementary competitive programs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin,
of its elected members concurring, that:

Section 1. The amendments to the Agreement between the City and DSL, attached hereto as Exhibit "A", are hereby approved, and the City Manager is authorized to execute the Amended Agreement.

Section 2. This Resolution shall be effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this
day of
, 2013.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

DECLARATION OF MUTUAL SUPPORT AND AGREEMENT

THIS AGREEMENT ~~is hereby~~, entered into this the ____ day of _____, ~~2012~~2013, by and between the City of Dublin (hereinafter referred to as "Dublin"), 5200 Emerald Parkway, Dublin, Ohio 43017, the Dublin Soccer League (hereinafter referred to as "DSL"), 37 West Bridge Street Dublin, Ohio 43017.

RECITALS

WHEREAS, Dublin recognizes the value of recreational activities for its residents, and has supported and endorsed ~~non-profit~~ community organizations that provide recreational activities to Dublin residents; and

WHEREAS, DSL is a non-profit community organization in existence in Dublin for many years and long recognized by Dublin as its partner in providing outdoor ~~"non-select"~~general recreation soccer programs for the community; and

~~WHEREAS, DSL and Dublin have worked and will continue to work with other non-profit organizations to provide supplemental soccer programs for the community; and~~

WHEREAS, Dublin desires to have DSL oversee and administer ~~all~~a general recreation soccer program ~~levels in the community~~; and

WHEREAS, Dublin and DSL wish to assure that their successful partnership continues to thrive, so that the community can continue to enjoy the many benefits of general recreation soccer activities provided by community volunteers; and

~~WHEREAS, DSL recognizes Dublin's philosophy that general recreation is Dublin's highest priority; however, it also recognizes the value of advanced levels of soccer (above general recreation) as part of the overall program, so long as there is no conflict with the accommodation of the general recreation program and its participants.~~

ARTICLE I - OBJECTIVES

Dublin and DSL, in reliance on the mutual covenants and agreements contained herein, agree to the following objectives:

A. To give every eligible youth in Dublin and the Dublin School District the opportunity to participate in organized, ~~"non-select"~~general recreational soccer programs.

~~B. To foster formalized relations with supplemental non-profit soccer organizations to provide quality "middle tier" and "select" programs as well as training opportunities designed for coaches and participants as complementary services to the general recreation program.~~

~~B. C.~~ To surround these programs with such safeguards as to warrant confidence in the integrity and administration of DSL.

- ~~C. D.~~ To protect and promote the interests of the youth and adult participants.
- ~~D. E.~~ To educate participants, especially youth, in proper moral, mental and physical values so that they may become assets to the community.
- ~~E. F.~~ To provide participation opportunities without regard to the race, color, creed, age, or national origin of the player, guardian, coach or official.
- ~~F. G.~~ To promote fair play and good sportsmanship in a safe environment so that players of all ages may have fun playing the game of soccer.

ARTICLE II – DSL RESPONSIBILITIES

DSL shall be responsible for the following:

A. Organizational Requirements

1. Be organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
~~DSL shall be required to maintain~~
- ~~1.~~ 2. ~~Maintain~~ its non-profit status and assure continued non-profit status ~~during the entire term of this Agreement.~~
2. ~~, and maintain~~ ~~Maintain~~ its membership or sanctioning by the United States Youth Soccer Association or other sanctioning body, as may be deemed by the DSL Board to be in the best interest of the organization.
3. Maintain its offices within Dublin corporate limits. All DSL Board members will be residents of Dublin, or reside within the Dublin School District. DSL Board meetings shall be open to the public.
4. Provide its annual tax statement, and those of its affiliates for review/audit by Dublin.
5. Provide proof of insurance coverage to Dublin at amounts deemed satisfactory to Dublin and include Dublin as an additional insured.
- ~~6. Establish a School Committee to ensure that the programing offered hereunder is consistent with the programs offered by Dublin City Schools.~~
6. ~~7.~~ No part of the net earnings of DSL shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that DSL shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of DSL shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and DSL shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, DSL shall not carry on any other activities not permitted to be carried on (a) by a corporation of exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code, or

corresponding section of any future federal tax code.

- ~~7.~~ ~~8.~~ Upon dissolution of DSL, assets shall be distributed for one or more purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal, state or local government, for a public purpose. Any such ~~assts~~assets not so disposed of shall be disposed of by the Court of Common Pleas of the County in which the principal office of DSL is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

B. Program Requirements

~~1. Non-Select Programs~~

- ~~1.~~ ~~a.~~ To provide a full range of general recreation (~~“non-select”~~) soccer programs for Dublin youth of all ages, skills, and abilities, administering these programs ~~consistently~~consistent with the requirements of the United States Youth Soccer Association. Dublin’s general recreation (~~“non-select”~~) soccer program is defined as a volunteer-based program designed primarily for Dublin residents and Dublin School District residents, ~~in which exclusionary~~and does not include travel for general league play outside of the Dublin community. ~~Exclusionary~~ try-outs are not used as a means of establishing eligibility to participate, and only volunteer coaches are used for coaching the teams.
- ~~2.~~ ~~b.~~ DSL’s ~~“non-select”~~ programs are intended to be a supplement and complement to ~~those~~the interscholastic programs offered by ~~Dublin City Schools~~school systems. All coaches ~~and others associated with DSL~~within the organization are directed to encourage the participation of their players in Dublin City School’s interscholastic sports programs. No coach ~~or other person associated with DSL~~ shall interfere in any manner with any child’s participation in any Dublin City School’s interscholastic sports program under pain of removal as coach with DSL, or such other penalty as the Board of Directors or the Committee of Ethics shall decide. DSL shall ensure that all levels of services provided are well balanced, complementary, and do not compromise the opportunities, quality and/or allocation of Dublin resources to the general recreation program.

~~2. Supplemental Programs~~

- ~~a.~~ ~~DSL shall develop and administer supplemental programs (including “middle-tier” and “select”) and/or enter into service agreements with other third party non-profit organizations (collectively referred to as “Organizations”) for the purpose of ensuring programing options beyond what is considered general recreation as set forth herein. In the event that Dublin City School’s offer supplemental programs, those programs should receive priority as Dublin City School’s would be Dublin’s preferred provider.~~
- ~~b.~~ ~~Any Organizations providing services hereunder shall be organized exclusively for charitable, religious, educational, and seientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. All~~

~~Organizations shall be required to maintain a non-profit status and assure continued non-profit status during the entire term of any agreement with DSL.~~

~~e. DSL shall be prohibited from entering into or renewing any third party agreement until DSL and Dublin have received and reviewed copies of the Organizations' financial status and 501(c)(3) status. Additionally, any sponsorship or any other agreements between the Organizations and any for-profit business are subject to review and approval of DSL.~~

~~d. Any and all Organizations, and their respective agreements, are subject to review and the approval of Dublin, in their sole discretion. If any event occurs which calls into question the financial standing or non-profit status of any of the Organizations, Dublin reserves the right to withdraw its approval and immediately terminate any agreement.~~

~~3. e. DSL shall be responsible for obtaining a list of all of the players and their current address for any and all of the teams and/or Organizations. Dublin expressly reserves the right, at their sole discretion, to impose fees for any teams or Organizations~~players ~~that are not composed primarily, as determined by Dublin, of residents of Dublin or the Dublin School District.~~

3. General Requirements

4. ~~a.~~ Assume that any individual, including but not limited to staff, board members, volunteers and coaches, associated with either DSL and/or any other group/organization providing services under this Agreement is required to pass the qualifications for risk management background checks through the Ohio South Youth Soccer Association ("OSYSA"). In addition to the disqualifiers contained in the OSYSA risk management program, the City hereby prohibits the participation of any individual who has been convicted of any criminal offense involving a minor and/or where the minor was the victim. Finally, assure compliance with all child safety measures required by the United States Soccer Federation, Soccer Association for Youth Times Two program or any replacement program adopted.

~~b. DSL will assume~~ Assume all responsibility for the conduct of its employees, agents, officers, officials, volunteers, or others in the conduct of its programs and activities.

5. ~~e. Establish~~ DSL will establish and enforce rules and regulations for conduct of its programs, including the conduct of coaches, parents, participants, volunteers, and officials.

6. ~~d. Develop~~ DSL will develop a dispute resolution procedure to be used by parents, participants, or others with disagreements regarding the application of these rules and regulations, or the conduct of DSL programs or those of its affiliates.

7. ~~e. Maintain~~ DSL will maintain membership in good standing with the Ohio South Youth Soccer Association. The DSL Executive Director serves as the official representative and contact to the Association.

8. ~~f. Maintain~~ DSL will maintain membership in good standing with the Mid Ohio Select Soccer League. The DSL Executive Director serves as the official representative and contact to the League, and will provide necessary representation to all Dublin approved organizations providing higher level of

competitive play as defined in this Agreement.

C. Field Use, Conditions and/or Requirements

1. Obtain all permits from Dublin necessary for use of playing fields and support facilities. ~~The permits issued by Dublin shall only be applicable to DSL and Organizations that have a valid contract with DSL.~~
- ~~2.~~ 2. ~~Recognizes~~ Recognize, for permit purposes, the seasonal year consists of two seasons. The fall season begins two Mondays before Labor Day and continues through the weekend following October 31. The spring season starts eight weeks prior to Memorial Day weekend or April 1st, whichever is earliest. Spring season ends the second Sunday in June.
- ~~3.~~ 2. ~~Schedule and coordinate the use of those playing fields designated by Dublin for use by DSL (the "Permitted Fields") during the spring and fall program periods as defined herein. DSL will also schedule and coordinate the use of the Permitted Fields by other programs which have obtained permission from Dublin pursuant to this Agreement, where these needs are not in conflict with DSL programs. DSL expressly pledges to accommodate requests from other Dublin community youth organizations, which have obtained permission from Dublin, where such requests do not conflict with DSL activities or with playing field integrity.~~
- ~~4.~~ 3. ~~Comply with and communicate Dublin rules and regulations regarding conduct in Dublin parks during periods of DSL use.~~
- ~~5.~~ 4. ~~Meet with designated Dublin representatives on a regular basis to review playing field and park conditions.~~
- ~~6.~~ 5. ~~Maintain fields (lined, goals in place, assigned) at Avery Park and Darree Fields in Dublin during the two seasonal periods defined above. Additional costs may be incurred for activities or events planned outside the specified seasonal periods.~~
- ~~7.~~ 6. ~~Assign and maintain field assignments including but not limited to practices, games, camps and tournaments, as necessary for the monitored and controlled use of field resources at Avery Park and Darree Fields, or other field space as approved by Dublin during permit periods.~~
- ~~8.~~ 7. ~~Assign fields giving priority to DSL/MSSA/HSSA recreation games over any supplemental programs.~~

D. Equipment

1. Provide goals, nets, and other equipment necessary for ~~its~~ all DSL and other Dublin permitted programs and organizations, along with marking of fields, and provide training, and coaches, officials, and other personnel necessary for its programs and activities, through use of volunteers, affiliates, or contractors.
2. Any equipment or capital improvements received through Dublin Bed Tax Funds grants shall become ~~the~~ property of Dublin, and will be used by DSL ~~consistently~~ consistent with the terms of this agreement and other applicable rules and regulations of Dublin.

ARTICLE III – DUBLIN’S RESPONSIBILITIES

Dublin shall:

- A. Provide a representative of Dublin to serve as a voting member of the DSL Board of Directors.
- B. Keep DSL informed as to proposed approved capital improvements, which may affect DSL programs, activities, and ability to provide service.
- C. Consider input from DSL for the development of the Dublin’s capital improvement program.
- D. Consider all DSL applications for permits necessary to secure the use of those playing fields designated by Dublin for use by DSL. Dublin may issue permits for supporting facilities specifically regarding all camps, tournaments/clinics or other special events. Agreements may be entered into regarding the use of concession stands.
- E. Maintain all Dublin playing fields in good playable condition, and meet with DSL representatives regularly to jointly review field conditions, scheduled uses and mutual needs.
- F. Waive all fees associated with the use of Dublin’s playing fields and supporting facilities permitted for use by DSL. DSL may not sub-lease any Dublin facility without Dublin’s permission. Dublin reserves the right to charge fee(s) for subleases and for services provided and/or permitted by Dublin.
- ~~G. Review and approve all supporting Agreements between DSL and all other supplemental soccer Organizations.~~
- ~~H. Perform audits, at their sole discretion, to ensure that DSL or any of the other Organizations hereunder provide the materials and information required herein~~
- ~~G. I. Enforce~~ To enforce the terms of this Agreement.

ARTICLE IV – ORGANIZATION

- A. DSL will insure its bylaws reflect the organizational structure presented in this Article.
- B. A Board of Directors shall govern the DSL.
 - 1. The DSL Board of Directors shall be comprised of the following voting members:
 - a. Two (2) at-large representatives of the members of the DSL. ~~Members consist of any parent and/or guardian who paid a fee for any child/adult to participate. To be an active member, the individual must have paid a fee in the current year (year just completed). Voting privileges shall be accorded fee-paying members of DSL.~~ The term ~~of the at-large representatives~~ shall be for two years.
 - b. Two (2) parent/volunteer coaches of DSL. These may be a Head Coach or Assistant Coach. The term shall be for two years.
 - c. One (1) representative of Dublin: Director of Recreation Services or as otherwise designated by Dublin.
 - ~~d. One (1) ex-officio representative from each of the programs approved by DSL and Dublin providing supplemental programs.~~

~~e. One (1) representative chosen by the School Committee.~~

2. The DSL membership will elect the two at-large representatives and the two parent/volunteer coach representatives for “staggered” terms. Elections will be held annually at the beginning of the Fall season. The method by which elections are conducted, vacancies filled, terms staggered, and Board member eligibility requirements will be specified in the DSL bylaws. ~~Term limits of the existing elected board members in office on the date of execution of this Agreement shall be extended by one year in order to fully implement this Agreement and to accommodate the modifications to elections schedules as stated herein.~~
3. At the first meeting in October of each year, the members of the Board of Directors shall elect a Chair and Vice Chair by majority vote.
 - a. The duties of the Chair shall be to: preside at all meetings; serve as an ex-officio member of all sub/committees; possess signatory authority as may be necessary; and perform such other duties as may be required in the DSL bylaws or as assigned by the Board of Directors.
 - b. The duties of the Vice Chair shall be to: preside at all meetings in the absence of the Chair; when delegated serve as an ex-officio member of sub/committees; possess necessary signatory authority in the absence of the Chair; and perform such other duties as may be required in the DSL bylaws or assigned by the Board of Directors.
4. DSL will have a contractual full-time Executive Director. The Executive Director will:
 - a. Serve as the Secretary to the Board of Directors: keep correct records of all meetings, attend to all correspondence; provide notification of all meetings and maintain all important documents.
 - b. May serve as Treasurer of DSL. The Treasurer shall have custody of and signatory authority over all DSL funds. With the assistance of the Finance Committee Chair, the Treasurer shall receive, account for and properly expend funds in accordance with the approved budget and in accordance with the direction of the Board of Directors. Develop, present and seek approval of an annual budget from the Board of Directors. With the assistance of the Finance Committee Chair, the Treasurer shall develop and present accurate budget reports to the Board of Directors on a monthly basis.
 - c. Develop and manage all DSL programs.
 - d. Keep track and maintain memberships and membership information.
 - e. Ensure, manage and lead appropriate staffing with employees, volunteers and contractors.
 - f. Coordinate all scheduling of field usage, ~~organizations providing supplemental programs and other users.~~
 - g. Serve as an ex-officio member of sub/committees.
 - h. Receive, investigate and present all grievances from DSL members to the Board of Directors.
 - i. Perform such other duties as may be prescribed or assigned by the Board of Directors.
 - j. Maintain appropriate certifications, licenses and membership/affiliations

as prescribed by the Board of Directors.

k. Maintain the confidence of the Board of Directors.

5. The DSL Board of Directors will be responsible for resolving issues that arise ~~among the providers of supplemental youth soccer programs including, but not limited to, the programming, levels of service and the overall organization of youth soccer in Dublin. In doing so, the DSL Board of Directors understands that the success and accommodation of the general recreation program (DSL) is the Dublin's top priority; although, Dublin also recognizes the value of multiple levels of play that fortify a holistic community youth soccer program, and will accommodate supplemental programs providing Dublin resources are available.~~ programs of DSL and any conflicts that arise from services provided by DSL.

~~6. DSL shall maintain a subcommittee for the purpose of hearing and discussing non-recreation level issues or conflicts that arise. All subcommittee meetings should be conducted at least quarterly or as deemed necessary by the DSL Board. Subcommittee meetings should be open to the public, with recorded minutes maintained in a manner that is open and accessible to the general public. This subcommittee shall be chaired by an elected member of the DSL Board and consist of representatives from each of the organizations providing supplemental programs, including the Dublin's Director of Recreation Services. This subcommittee will be responsible for making recommendations to the DSL Board for final approval, for the purpose of resolving issues among the various organizations.~~

7.6. Dublin shall be notified, in a timely manner, of any decisions made at the DSL Board level that result in modifications and/or alterations to the programming, organizational structure or level of services ~~among the organization.~~ Any and all modifications shall be communicated to the City via an annual report. ~~The annual report shall include a breakdown of the total number of teams and players for middle tier/club (includes any team formed after exclusionary tryouts) and recreational level. In addition, the report shall include an overall breakdown, by age group, of the percentages of resident and non-resident participants (of both City and school district) on each team at each level.~~ This annual report shall be submitted to the City no later than October 31st.

8.7. The Board of Directors may establish additional Standing Committees, Subcommittees, Advisory Councils, Task Forces and volunteer or contractual "directors" as deemed necessary or appropriate to provide advice, policy recommendations and/or to conduct certain business of the DSL as specified by the Board of Directors.

ARTICLE V – SELECT AND MIDDLE TIER SOCCER ~~PROGRAM~~PROGRAMS

"Select" and/or "middle tier" soccer programs are those programs that compete at a higher level of competition, cost and/or travel above the general recreation program, in which volunteer and/or paid professional team coaches are used, and/or players are permitted or denied participation based upon an evaluation of the participants' soccer skills. ~~Organizations providing supplemental "select" programs recognized and approved by Dublin will adhere to the~~

~~philosophy that general recreational soccer is the Dublin's highest priority for use of playing fields and its access will be balanced in conjunction with DSL programs. DSL may not provide or enter into an Agreement with any organization for the purpose of providing any higher level of competition than the general recreation program offered by DSL. All "select" and "middle tier" soccer programming for the community will be permitted through Dublin or Dublin's designee. DSL is required to provide all relevant representation required to accommodate and legitimize organizations (including player carding) permitted by Dublin or Dublin's designee for desired league play, and will provide field scheduling, field preparation and equipment needs as defined in this Agreement.~~

~~ARTICLE VI – MIDDLE TIER PROGRAM~~

~~A "middle tier" soccer program is a program in which, primarily, volunteer team coaches are used and all eligible players are assured participation regardless of skill level. "Middle tier" soccer programs provide soccer playing opportunities at a higher level of competition than general recreation but at a level of less expense, commitment, competition and travel than the "select" or elite club teams. In order to be eligible for the "middle tier" program, players must reside within Dublin and/or Dublin City School limits, unless otherwise determined appropriate and approved by the DSL Board. Should a player be turned away because of lack of sufficient coaches or players, the "middle tier" organization will provide the player information about opportunities in the recreational (DSL) and "select" programs. Organizations providing supplemental "middle tier" programs recognized by Dublin will adhere to the philosophy that general recreational soccer is Dublin's highest priority for use of playing fields and its access will be balanced in conjunction with DSL programs.~~

ARTICLE VII – TOURNAMENTS, CAMPS/CLINICS, SPECIAL EVENTS

DSL will refer and present any and all tournaments, camps/clinics or other special events outside the scope of basic recreational soccer programming to be conducted on Dublin's property to Dublin for review and approval. DSL must have the permission of Dublin prior to committing to any such activity/event to be conducted on Dublin's facilities. Dublin staff will form a committee of relevant parties to develop, evaluate and coordinate tournaments, camps/clinics and other special events proposed on/at Dublin's facilities.

ARTICLE VIII – FACILITY FUND FEES

Facility fund fees have been collected and were approved for use by Dublin for the construction of a concession stand at Darree Fields for the purpose of expanding, improving, supporting, maintaining and/or equipping Dublin-owned soccer facilities that are used by or for the benefit of the soccer community in Dublin. Any collection or application of future Facility Fund Fees by the DSL, must first be reviewed and approved by the Parks and Recreation Advisory Committee with final approval from Council.

ARTICLE IX – TERMS AND INTERPRETATION

~~The term of this~~ This Agreement shall be effective following the conclusion of the spring season in 2013 and shall continue for three (3) years. During each year of the ~~initial~~ term, the parties are required to hold meetings to review the Agreement. The annual review meetings shall

be at a time and place as designated by Dublin. The parties may non-renew or terminate this Agreement upon providing at least one year prior notice to the other. Dublin reserves the right to immediately terminate this Agreement if DSL ~~breaches~~breached any provision contained herein.

Should any part of the Agreement be declared invalid, any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. Failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or in any way offset the validity of the Agreement or any part thereof or the right of such party to thereafter enforce each and every provision of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Nothing contained in this Agreement, expressed or implied, is intended to confer, or shall confer, upon any individual or organization any rights or remedies under or by reason of this Agreement.

ARTICLE X – AMENDMENTS

It is understood and agreed that this Agreement may not be changed, modified, or altered except as provided herein or by an instrument, in writing, signed in accordance with the laws of the State of Ohio. This contract may not be assigned or changed, modified, or altered except by an instrument, in writing, mutually agreed to and signed by all parties. Nothing in this Agreement shall be construed to constitute the relationship between DSL and Dublin as a partnership, association, or joint venture.

ARTICLE XI - GOVERNANCE

This is the sole and complete Agreement between the parties and is intended to supersede any prior Agreements.

This Agreement shall be governed by the laws of the State of Ohio. Any legal action regarding this agreement or the rights of the parties shall be brought in a court of competent jurisdiction in Franklin County, Ohio.

Each party warrants that it has complied with any legal requirements necessary for it to be bound by this Agreement and its terms, and that the other may justifiably rely on its terms.

ARTICLE XII - INSURANCE

DSL shall be responsible for its own protection/insurance from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders. ~~DSL shall also be responsible for ensuring that any organization providing supplemental programs have insurance as required hereunder.~~

DSL shall be responsible for its own protection/insurance from auto claims, property damage claims, personal injury claims.

Any insurance required hereunder shall be at limits agreeable to Dublin and shall name Dublin as "an additional insured."

ARTICLE XIII - INDEMNIFICATION

DSL agrees to indemnify, protect and hold harmless Dublin and its elected officials, officers, employees, and volunteers from and against any claims, costs (including reasonable attorney's fees and court costs), expenses, damages, liabilities, losses or judgments to the extent directly arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct consequence of DSL's provision of any services and/or activities described in this Agreement. DSL shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against Dublin or any of its elected officials, officers, employees, or volunteers.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in quadruplicate originals on the day and year here above written.

THE CITY OF DUBLIN

DUBLIN SOCCER LEAGUE

By: _____
Marsha Grigsby
City Manager

By: _____
~~Chris Northup~~
Chairperson

Approved as to form:

By: _____
Stephen J. Smith
Law Director

DECLARATION OF MUTUAL SUPPORT AND AGREEMENT

THIS AGREEMENT, entered into this the _____ day of _____, 2013, by and between the City of Dublin (hereinafter referred to as "Dublin"), 5200 Emerald Parkway, Dublin, Ohio 43017, the Dublin Soccer League (hereinafter referred to as "DSL"), 37 West Bridge Street Dublin, Ohio 43017.

RECITALS

WHEREAS, Dublin recognizes the value of recreational activities for its residents, and has supported and endorsed community organizations that provide recreational activities to Dublin residents; and

WHEREAS, DSL is a non-profit community organization in existence in Dublin for many years and long recognized by Dublin as its partner in providing outdoor general recreation soccer programs for the community; and

WHEREAS, Dublin desires to have DSL oversee and administer a general recreation soccer program; and

WHEREAS, Dublin and DSL wish to assure that their successful partnership continues to thrive, so that the community can continue to enjoy the many benefits of general recreation soccer activities provided by community volunteers; and

ARTICLE I - OBJECTIVES

Dublin and DSL, in reliance on the mutual covenants and agreements contained herein, agree to the following objectives:

- A. To give every eligible youth in Dublin and the Dublin School District the opportunity to participate in organized, general recreational soccer programs.
- B. To surround these programs with such safeguards as to warrant confidence in the integrity and administration of DSL.
- C. To protect and promote the interests of the youth and adult participants.
- D. To educate participants, especially youth, in proper moral, mental and physical values so that they may become assets to the community.
- E. To provide participation opportunities without regard to the race, color, creed, age, or national origin of the player, guardian, coach or official.
- F. To promote fair play and good sportsmanship in a safe environment so that players of all ages may have fun playing the game of soccer.

ARTICLE II – DSL RESPONSIBILITIES

DSL shall be responsible for the following:

A. Organizational Requirements

1. Be organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
2. Maintain its non-profit status and assure continued non-profit status, and maintain its membership or sanctioning by the United States Youth Soccer Association or other sanctioning body, as may be deemed by the DSL Board to be in the best interest of the organization.
3. Maintain its offices within Dublin corporate limits. All DSL Board members will be residents of Dublin, or reside within the Dublin School District. DSL Board meetings shall be open to the public.
4. Provide its annual tax statement, and those of its affiliates for review/audit by Dublin.
5. Provide proof of insurance coverage to Dublin at amounts deemed satisfactory to Dublin and include Dublin as an additional insured.
6. No part of the net earnings of DSL shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that DSL shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of DSL shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and DSL shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, DSL shall not carry on any other activities not permitted to be carried on (a) by a corporation of exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.
7. Upon dissolution of DSL, assets shall be distributed for one or more purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal, state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the County in which the principal office of DSL is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

B. Program Requirements

1. To provide a full range of general recreation soccer programs for Dublin youth

of all ages, skills, and abilities, administering these programs consistent with the requirements of the United States Youth Soccer Association. Dublin's general recreation soccer program is defined as a volunteer-based program designed primarily for Dublin residents and Dublin School District residents, and does not include travel for general league play outside of the Dublin community. Exclusionary try-outs are not used as a means of establishing eligibility to participate, and only volunteer coaches are used for coaching the teams.

2. DSL's programs are intended to be a supplement and complement to the interscholastic programs offered by school systems. All coaches within the organization are directed to encourage the participation of their players in Dublin City School's interscholastic sports programs. No coach shall interfere in any manner with any child's participation in any Dublin City School's interscholastic sports program under pain of removal as coach with DSL, or such other penalty as the Board of Directors or the Committee of Ethics shall decide. DSL shall ensure that all levels of services provided are well balanced, complementary, and do not compromise the opportunities, quality and/or allocation of Dublin resources to the general recreation program.
3. Dublin expressly reserves the right, at their sole discretion, to impose fees for any players that are not residents of Dublin or the Dublin School District.
4. DSL will assure compliance with any legal requirements for operation of its programs. DSL will assure that any individual, including but not limited to staff, board members, volunteers and coaches, associated with DSL must be Risk Management approved by the governing or sanctioning body as established by Dublin. Such legal requirements include any rules and/or regulations imposed or created by Dublin and such rules and regulations may be amended at any time at Dublin's sole discretion. Governing or sanctioning body would include but not be limited to United States Youth Soccer Association, US Club Soccer and or any other organization approved by Dublin. In addition to the disqualifiers contained in the Risk Management program, the City hereby prohibits the participation of any individual who has been convicted of any criminal offense involving a minor and/or where the minor was the victim. Finally, DSL will assure compliance with all child safety measures required by the United States Soccer Federation, Soccer Association for Youth Times Two program or any replacement program adopted and approved by Dublin. DSL will assume all responsibility for the conduct of its employees, agents, officers, officials, volunteers, or others in the conduct of its programs and activities.
5. DSL will establish and enforce rules and regulations for conduct of its programs, including the conduct of coaches, parents, participants, volunteers, and officials.
6. DSL will develop a dispute resolution procedure to be used by parents, participants, or others with disagreements regarding the application of these rules and regulations, or the conduct of DSL programs or those of its affiliates.
7. DSL will maintain membership in good standing with the Ohio South Youth Soccer Association. The DSL Executive Director serves as the official representative and contact to the Association.
8. DSL will maintain membership in good standing with the Mid Ohio Select Soccer League. The DSL Executive Director serves as the official

representative and contact to the League, and will provide necessary representation to all Dublin approved organizations providing higher level of competitive play as defined in this Agreement.

C. Field Use, Conditions and/or Requirements

1. Obtain all permits from Dublin necessary for use of playing fields and support facilities. Recognizes, for permit purposes, the seasonal year consists of two seasons. The fall season begins two Mondays before Labor Day and continues through the weekend following October 31. The spring season starts eight weeks prior to Memorial Day weekend or April 1st, whichever is earliest. Spring season ends the second Sunday in June.
2. Schedule and coordinate the use of those playing fields designated by Dublin for use by DSL (the "Permitted Fields") during the spring and fall program periods as defined herein. DSL will also schedule and coordinate the use of the Permitted Fields by other programs which have obtained permission from Dublin, where these needs are not in conflict with DSL programs. DSL expressly pledges to accommodate requests from other Dublin community youth organizations, which have obtained permission from Dublin, where such requests do not conflict with DSL activities or with playing field integrity.
3. Comply with and communicate Dublin rules and regulations regarding conduct in Dublin parks during periods of DSL use.
4. Meet with designated Dublin representatives on a regular basis to review playing field and park conditions.
5. Maintain fields (lined, goals in place, assigned) at Avery Park and Darree Fields in Dublin during the two seasonal periods defined above. Additional costs may be incurred for activities or events planned outside the specified seasonal periods.
6. Assign and maintain field assignments including but not limited to practices, games, camps and tournaments, as necessary for the monitored and controlled use of field resources at Avery Park and Darree Fields, or other field space as approved by Dublin during permit periods.
7. Assign fields giving priority to DSL/MSSA/HSSA recreation games over any supplemental programs.

D. Equipment

1. Provide goals, nets, and other equipment necessary for all DSL and other Dublin permitted programs and organizations, along with marking of fields, and provide training, and coaches, officials, and other personnel necessary for its programs and activities, through use of volunteers, affiliates, or contractors.
2. Any equipment or capital improvements received through Dublin Bed Tax Funds grants shall become property of Dublin, and will be used by DSL consistent with the terms of this agreement and other applicable rules and regulations of Dublin.

ARTICLE III – DUBLIN’S RESPONSIBILITIES

Dublin shall:

- A. Provide a representative of Dublin to serve as a voting member of the DSL Board of Directors.
- B. Keep DSL informed as to proposed approved capital improvements, which may affect DSL programs, activities, and ability to provide service.
- C. Consider input from DSL for the development of the Dublin’s capital improvement program.
- D. Consider all DSL applications for permits necessary to secure the use of those playing fields designated by Dublin for use by DSL. Dublin may issue permits for supporting facilities specifically regarding all camps, tournaments/clinics or other special events. Agreements may be entered into regarding the use of concession stands.
- E. Maintain all Dublin playing fields in good playable condition, and meet with DSL representatives regularly to jointly review field conditions, scheduled uses and mutual needs.
- F. Waive all fees associated with the use of Dublin’s playing fields and supporting facilities permitted for use by DSL. DSL may not sub-lease any Dublin facility without Dublin’s permission. Dublin reserves the right to charge fee(s) for subleases and for services provided and/or permitted by Dublin.
- G. To enforce the terms of this Agreement.

ARTICLE IV – ORGANIZATION

- A. DSL will insure its bylaws reflect the organizational structure presented in this Article.
- B. A Board of Directors shall govern the DSL.
 - 1. The DSL Board of Directors shall be comprised of the following voting members:
 - a. Two (2) at-large representatives of the members of the DSL. The term shall be for two years.
 - b. Two (2) parent/volunteer coaches of DSL. These may be a Head Coach or Assistant Coach. The term shall be for two years.
 - c. One (1) representative of Dublin: Director of Recreation Services or as otherwise designated by Dublin.
 - 2. The DSL membership will elect the two at-large representatives and the two parent/volunteer coach representatives for “staggered” terms. Elections will be held annually at the beginning of the Fall season. The method by which elections are conducted, vacancies filled, terms staggered, and Board member eligibility requirements will be specified in the DSL bylaws.
 - 3. At the first meeting in October of each year, the members of the Board of Directors shall elect a Chair and Vice Chair by majority vote.
 - a. The duties of the Chair shall be to: preside at all meetings; serve as an ex-officio member of all sub/committees; possess signatory authority as may be necessary; and perform such other duties as may be required in

b. The duties of the Vice Chair shall be to: preside at all meetings in the absence of the Chair; when delegated serve as an ex-officio member of sub/committees; possess necessary signatory authority in the absence of the Chair; and perform such other duties as may be required in the DSL bylaws or assigned by the Board of Directors.

- a. Serve as the Secretary to the Board of Directors: keep correct records of all meetings, attend to all correspondence; provide notification of all meetings and maintain all important documents.
- b. May serve as Treasurer of DSL. The Treasurer shall have custody of and signatory authority over all DSL funds. With the assistance of the Finance Committee Chair, the Treasurer shall receive, account for and properly expend funds in accordance with the approved budget and in accordance with the direction of the Board of Directors. Develop, present and seek approval of an annual budget from the Board of Directors. With the assistance of the Finance Committee Chair, the Treasurer shall develop and present accurate budget reports to the Board of Directors on a monthly basis.
- c. Develop and manage all DSL programs.
- d. Keep track and maintain memberships and membership information.
- e. Ensure, manage and lead appropriate staffing with employees, volunteers and contractors.
- f. Coordinate all scheduling of field usage.
- g. Serve as an ex-officio member of sub/committees.
- h. Receive, investigate and present all grievances from DSL members to the Board of Directors.
- i. Perform such other duties as may be prescribed or assigned by the Board of Directors.
- j. Maintain appropriate certifications, licenses and membership/affiliations as prescribed by the Board of Directors.
- k. Maintain the confidence of the Board of Directors.

6. Dublin shall be notified, in a timely manner, of any decisions made at the DSL Board level that result in modifications and/or alterations to the programming, organizational structure or level of services. Any and all modifications shall be communicated to the City via an annual report. This annual report shall be submitted to the City no later than October 31st.

7. The Board of Directors may establish additional Standing Committees, Subcommittees, Advisory Councils, Task Forces and volunteer or contractual “directors” as deemed necessary or appropriate to provide advice, policy recommendations and/or to conduct certain business of the DSL as specified by the Board of Directors.

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“Select” and/or “middle tier” soccer programs are those programs that compete at a higher level of competition, cost and/or travel above the general recreation program, in which volunteer and/or paid professional team coaches are used, and/or players are permitted or denied participation based upon an evaluation of the participants’ soccer skills. DSL may not provide or enter into an Agreement with any organization for the purpose of providing any higher level of competition than the general recreation program offered by DSL. All “select” and “middle tier” soccer programming for the community will be permitted through Dublin or Dublin’s designee. DSL is required to provide all relevant representation required to accommodate and legitimize organizations (including player carding) permitted by Dublin or Dublin’s designee for desired league play, and will provide field scheduling, field preparation and equipment needs as defined in this Agreement.

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Facility fund fees have been collected and were approved for use by Dublin for the construction of a concession stand at Darree Fields for the purpose of expanding, improving, supporting, maintaining and/or equipping Dublin-owned soccer facilities that are used by or for the benefit of the soccer community in Dublin. Any collection or application of future Facility Fund Fees by the DSL must first be reviewed and approved by the Parks and Recreation Advisory Committee with final approval from Council.

ARTICLE IX – TERMS AND INTERPRETATION

This Agreement shall be effective following the conclusion of the spring season in 2013 and shall continue for three (3) years. During each year of the term, the parties are required to hold meetings to review the Agreement. The annual review meetings shall be at a time and place as designated by Dublin. The parties may non-renew or terminate this Agreement upon providing at least one year prior notice to the other. Dublin reserves the right to immediately terminate this Agreement if DSL breached any provision contained herein.

Should any part of the Agreement be declared invalid, any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. Failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or in any way offset

the validity of the Agreement or any part thereof or the right of such party to thereafter enforce each and every provision of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Nothing contained in this Agreement, expressed or implied, is intended to confer, or shall confer, upon any individual or organization any rights or remedies under or by reason of this Agreement.

ARTICLE X – AMENDMENTS

It is understood and agreed that this Agreement may not be changed, modified, or altered except as provided herein or by an instrument, in writing, signed in accordance with the laws of the State of Ohio. This contract may not be assigned or changed, modified, or altered except by an instrument, in writing, mutually agreed to and signed by all parties. Nothing in this Agreement shall be construed to constitute the relationship between DSL and Dublin as a partnership, association, or joint venture.

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IN WITNESS THEREOF, the parties hereto have executed this Agreement in quadruplicate originals on the day and year here above written.

THE CITY OF DUBLIN

DUBLIN SOCCER LEAGUE

By: _____
Marsha Grigsby
City Manager

By: _____
Chairperson

Approved as to form:

By: _____
Stephen J. Smith
Law Director